

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	
Vincent M Wendowski	:	Chapter 13
	:	Case No.: 24-11587-PMM
Debtor(s)	:	

**MOTION TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS AND
ENCUMBRANCES**

Debtor, Vincent M Wendowski, by and through Attorney Brad J. Sadek, hereby moves this Honorable Court to Sell his Real Property under Eastern District of Pennsylvania Local Rule 6004-1 and Section 363 of the United States Bankruptcy Code and in support thereof aver the following:

1. Debtor filed the Chapter 13 Bankruptcy Petition on May 9, 2024.
2. The subject real property is located at 1030 Chestnut Street, Trainer, PA 19061 (the “Property”).
3. The Debtor holds one hundred percent (100%) interest in the Property.
4. The Debtor believes it to be in his best financial interest to sell the property.
5. In furtherance of the sale, the debtor retained the services of Dawn Saunders of Century 21 The Real Estate Store.
6. On or about August 2, 2024, The Seller entered into an Agreement of Sale of the property in the amount of \$140,000. A true and correct copy of the Agreement of Sale is attached hereto and labeled as **Exhibit “A.”**
7. The settlement date for the sale of the subject property is scheduled for September 18, 2024.
8. The buyer, KHA Construction LLC, is not an insider of the Seller’s and the sale represents an arms-length transaction between the parties, made without fraud and/or collusion.

9. PennyMac Loan Services, LLC, holds a mortgage in the approximate amount of \$106,573.18.
10. Debtor is desirous of receiving the total exemption in the sum of \$27,900.00 from their portion of the sale proceeds plus any sums remaining after all claims are satisfied.
11. Any remaining proceeds after the Debtor's exemption, shall be paid to and distributed by the chapter 13 trustee.

WHEREFORE, Debtor, by and through the undersigned counsel, respectfully request this Honorable Court to enter an Order: (i) Granting this Motion, (ii) Authorizing the Debtor to sell the Property to the proposed buyer under the terms of that Agreement for the Sale of Real Estate free and clear of liens, claims interests and encumbrances, and, (iii) Granting the Debtor such other and further relief to which they may be justly entitled.

Dated: August 8, 2024

/s/ Brad J. Sadek, Esq

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